

**RESIDENTIAL APARTMENT LEASE – [DEVELOPMENT]  
SECTION 8 VOUCHER ASSISTANCE: PROJECT BASED – PACT LEASE  
CURRENT RESIDENTS OF CONVERTING PUBLIC HOUSING DEVELOPMENT**

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**Owner and Tenant make this apartment lease agreement (“Lease”) as follows:**

**Owner's Name:** \_\_\_\_\_

**Owner's address for Notices:** \_\_\_\_\_

**Managing Agent's Name:** \_\_\_\_\_

**Managing Agent's Address:** \_\_\_\_\_

**Development:** \_\_\_\_\_

**1. Tenant's Name:** \_\_\_\_\_

**Driver's License # (if any)** \_\_\_\_\_

**Section 8 Voucher # (if any)** \_\_\_\_\_

**2. Tenant's Name:** \_\_\_\_\_

**Driver's License # (if any)** \_\_\_\_\_

**Section 8 Voucher # (if any)** \_\_\_\_\_

**Tenant's Present Address:**

\_\_\_\_\_

**Address of “Leased Premises” to Be Rented:**

\_\_\_\_\_

**Apt. No.:** \_\_\_\_\_

**Date of Lease:** \_\_\_\_\_

**1. HEADINGS:** Paragraph headings are only for ready reference to the terms of this Lease. In the event of a conflict between the text and a heading, the text controls.

**2. MONTHLY RENT TO THE OWNER:** Each month the Owner and/or Managing Agent will credit a housing assistance payment received from the New York City Housing Authority (“NYCHA”) (the “monthly housing assistance payment”) against the total monthly rent owed for the Leased Premises (the “Contract Rent”). The amount of the monthly housing assistance payment will be determined by

NYCHA in accordance with the U.S. Department of Housing and Urban Development (“HUD”) requirements for a tenancy under NYCHA’s implementation of the Rental Assistance Demonstration program (“RAD”) as implemented by Notice H 2019-09 PIH 2019-23 (September 5, 2019), as it may be amended from time to time. The Tenant is responsible for paying to the Owner an amount that is thirty (30%) percent of adjusted gross income as determined by NYCHA, exclusive of any allowance for tenant-paid utilities, if applicable, unless that amount represents an increase of more than the greater of ten (10%) percent or twenty-five

(\$25.00) dollars upon conversion as determined by NYCHA, in which case the increase of said amount will be phased-in over a 5-year period (the "Tenant's portion of the rent") as further set forth in accordance with HUD requirements for RAD. The Contract Rent is the greater of (i) Tenant's portion of the rent (30% of adjusted gross income) or (ii) the combination of the monthly housing assistance payment plus Tenant's portion of the rent. The Tenant's portion of the rent is due and payable the **first day of each month or at such other day each month as the Owner and/or Managing Agent may decide** at the address above or at a location designated by Owner and/or Managing Agent in writing. Notice from Owner to Tenant that rent is due is not required. The rent must be paid in full without deductions. The Tenant shall tender his/her portion of the rent by check or money order or as otherwise accepted by the Owner and/or Managing Agent.

**TENANT'S PORTION:** The initial Tenant's portion of the rent shall be \$\_\_\_\_\_.

**HAP SUBSIDY:** The initial monthly housing assistance payment shall be \$\_\_\_\_\_.

**TOTAL CONTRACT RENT FOR APARTMENT:** The initial contract rent shall be \$\_\_\_\_\_.

The Owner, in consideration of the rent herein paid and the representations made by the Tenant as set forth in his/her/their signed application, and his/her/their undertaking to comply with the Tenant's obligations in this Lease and with all of the rules and regulations of the Owner, hereby leases to the Tenant and the Tenant hereby rents from the Owner the Leased Premises for the Term specified above.

The above terms may be changed by the Owner, in accordance with its rules and regulations, upon 30 days written notice to the Tenant. Subject to the provisions herein, the Owner Agent or the Tenant may each terminate this Lease and tenancy by giving to the other 30 days prior notice in writing.

**3. CONDITION "AS IS":** Tenant accepts the apartment in the condition it is in as of the date of the Lease as set forth above.

**4. USE AND OCCUPANCY OF APARTMENT:**

a. The Leased Premises shall be the Tenant's only residence and except as otherwise permitted herein shall be used solely as a residence for the Tenant and the members of the Tenant's household (i.e., those named in the signed application, born or adopted into the household, or authorized by the Owner and/or Managing Agent) who remain in continuous occupancy since the inception of the tenancy, since birth, or since authorization by the Owner and/or Managing Agent. The members of the Tenant's household as authorized by the Owner and/or Managing Agent are listed below. The Tenant and the members of the Tenant's household shall have the right to exclusive use and occupancy of the Leased Premises:

<u>Name:</u>	<u>Birth Date:</u>	<u>Relation to Tenant:</u>
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_____	_____	_____
_____	_____	_____
_____	_____	_____

b. The Tenant shall obtain the written consent of the Managing Agent, or such Managing Agent's designee before allowing any person to reside in the Leased Premises other than a family member named in the Tenant's signed application or born or adopted into the household, or subsequently authorized by the Owner and/or Managing Agent, who remains in continuous occupancy since the inception of the tenancy, since birth or since subsequent authorization by the Owner and/or Managing Agent.

c. The Tenant shall use the Leased Premises solely as a residential dwelling for the Tenant and the Tenant's household as identified in Paragraph 4a above, or subsequently authorized by the Owner and/or Managing Agent, and not to use the Leased Premises or permit its use for any other purpose, except that the Tenant and authorized members of the Tenant's household may engage in legal and permissible profitmaking activities incidental to the primary use of the Leased Premises as a residence in accordance with NYCHA's home business policy.

**5. ADDED CHARGES:** Tenant may be required to pay other charges and fees to Owner under the terms of this Lease. They are called "added charges" and include:

a. In the event of damage to the Leased Premises or to fixtures beyond normal wear and tear, or in the event misuse of equipment results in additional maintenance costs, the Tenant shall pay the cost of labor and material for repair and for additional maintenance as set forth in a schedule to be posted by the Owner and/or Managing Agent pursuant to Paragraph 6 of this Lease. The Tenant shall also pay according to such schedule for damage to the common areas committed by any member of the Tenant's household. In the event that the damage is incapable of appraisal in advance, the Tenant agrees to pay the cost of labor and material actually expended for such repair. The Tenant may also be charged for consumption of excess utilities, consumed in performance of such repairs.

b. The Tenant shall pay as damages such reasonable charge or fee as is imposed by the Owner and/or Managing Agent for extra services required by reason of any violation by the Tenant or any member of the Tenant's household of any rule or regulation established by the Owner and/or Managing Agent for the proper administration of the Development, the protection of the Owner's and/or Managing Agent's property or the safety and convenience of other residents.

c. In addition to the foregoing charges, the Tenant shall pay (i) such charges as may be hereafter imposed for additional services provided by the Owner and/or Managing Agent at the Tenant's request, (ii) any installation and/or monthly service charge established by the Owner and/or Managing Agent in order to grant permission to the Tenant to install or use appliances enumerated in Paragraph 26 hereof, which charges may be covered by a separate agreement between the Tenant and the Owner and/or Managing Agent, (iii) any charge hereafter imposed by the Owner and/or Managing Agent for the provision of utilities such as gas or electricity, (iv) the cost of replacing equipment lost by the Tenant or damaged beyond ordinary wear and tear, and (v) such charges as may be hereafter imposed by the Owner and/or Managing Agent regarding dishonored checks.

d. Except in the case of a written agreement between the Owner and/or Managing Agent and Tenant which may otherwise provide, any charge assessed under the foregoing sub-paragraphs shall become due and collectible on the first day of the second month following the month in which said charge is made. If not paid the added charges set forth above shall be collectible in any court having jurisdiction thereof.

**6. POSTING OF POLICIES, RULES AND REGULATIONS:** Schedules of added charges for services, equipment, repairs and utilities, rules and regulations and all items specifically herein required to be posted shall be publicly posted in a conspicuous manner in the Management Office and shall be furnished to the Tenant on request. Such schedules, rules and regulations may be modified from time to time by the Owner and/or Managing Agent, provided that the Owner and/or Managing Agent shall give at least 30 days' prior written notice to the Tenant if the Owner and/or Managing Agent, in its discretion, determines that the Tenant is affected thereby. Such notice shall set forth the proposed modification and the reason therefore and shall provide the Tenant an opportunity to present written comments which shall be taken into consideration by the Owner and/or Managing Agent prior to the proposed modification becoming effective. A copy of such notice shall be

- a. delivered directly or mailed to the Tenant; or
- b. posted in at least 3 conspicuous places within the building in which the Leased Premises are located, as well as in a conspicuous place in the Management Office.

**7. SECURITY DEPOSIT:**

a. The balance of any security deposit currently held by the New York City Housing Authority for the Tenant shall be transferred to the Owner. Tenant shall not be required to pay any additional security for the Leased Premises under this Lease.

b. If required by law, the amount held as the security deposit will be held in an account bearing interest at the banking institution's prevailing rate. An annual payment of accrued interest will be made by the banking institution to the Tenant, less 1% interest of the security on deposit, to be tendered by the banking institution to Owner. Owner may use or apply all or any part of the deposit as may be required to pay for damage to the apartment during the term of this Lease. If Tenant carries out all of Tenant's obligations under this Lease, and if the apartment is returned to Owner at the expiration of the lease term in the same condition as when rented by Tenant, ordinary wear and tear excepted, Tenant's security deposit will be returned in full to Tenant, with accrued interest thereon, within 30 days of Tenant vacating. If this Lease is renewed, and the amount of security deposit Owner is permitted to retain is increased above the amount deposited upon the commencement of this lease

term, then Tenant shall, upon such lease renewal, pay to the order of Owner such additional sum. If Owner sells or leases the building, Owner may remit the security deposit, as provided by law, to Tenant or to the new Owner or Lessee, at Owner's election. If Owner remits the security deposit to the new Owner or Lessee, Tenant agrees to seek the return of the security deposit from the new Owner or Lessee, and releases Owner from any claim to the security deposit. Tenant shall not use the security on deposit to pay the last month's rent of the Lease term. Owner may use the security deposit in full or in part if necessary to pay for unpaid rent, damage, loss, fees or expenses due to re-renting arising out of the ease or breach thereof.

**8. SUBLETTING/ASSIGNMENT:** Tenant shall neither assign the apartment in whole or in part nor sublet the apartment in whole or in part without the written consent of Owner, nor permit anyone not specifically indicated in this Lease to occupy the apartment. A sublet or assignment without consent, shall constitute a breach of a substantial obligation of this Lease.

**9. SERVICES:** The following services and utilities are the responsibility of:

Owner: ☐ Heat ☐ Hot water ☐ Gas ☐ Electricity  
☐ Other

Tenant: ☐ Heat ☐ Hot water ☐ Gas ☐ Electricity  
☐ Other

**10. OWNER'S INABILITY TO PROVIDE SERVICE:** If Owner is unable to provide certain services as a result of circumstances which are not the fault of Owner, Tenant's obligations under this Lease, including the obligation to pay rent, shall remain in effect, except as otherwise permitted by law.

**11. ACCESS:** Owner and/or Managing Agent, upon reasonable advance notice to the Tenant, shall be permitted to enter the Leased Premises at all reasonable hours for the purposes of making repairs, showing the apartment to prospective renters, mortgagees, or buyers, making improvements to the building, and for the inspection of the apartment. A written statement specifying the purpose of such entry, delivered to Leased Premises at least 2 days before such entry shall be considered reasonable advance notice. If the Tenant fails to permit such entry to the Leased Premises after such notice has been given, the Owner and/or Managing Agent may enter the Leased Premises at any time thereafter without further notification. In the event of an

emergency which affects the safety of the occupants of the building or which may cause damage to the building, Owner and/or Managing Agent may enter the Leased Premises without prior notice to Tenant. Failure by Tenant to provide access to the Owner and/or Managing Agent upon reasonable advance notice on more than one occasion in an unreasonable manner is a breach of a substantial obligation of this Lease.

**12. LIABILITY OF RENTER:** Tenant shall pay all sums incurred by Owner in the event Owner is held liable for damages resulting from any act by Tenant.

**13. FIRE AND CASUALTY DAMAGE:** Tenant is required to advise Owner immediately in the event of fire or other casualty which renders the apartment partially or wholly unfit for occupancy. Owner shall repair the premises as soon as possible subject to any delays due to adjustment of insurance claims or any cause not under Owner's control. If part of the premises are usable, Tenant must pay rent for the usable part. If the premises are damaged and Owner determines that the apartment is beyond repair, the term of this Lease shall end, and Tenant must vacate the apartment. If the fire or casualty was caused by Tenant's actions, the costs of the repairs shall be repaid to Owner by Tenant as added rent.

**14. RENTER DEFAULT:** In the event Tenant does not comply with any of the obligations of this Lease, creates a nuisance, engages in conduct detrimental to the safety of other renters, intentionally damages the property, or is disturbing to other renters, the Owner may terminate the tenancy and Lease in accordance with the termination and grievance procedures set forth in Paragraph 15 herein. Any demand for rent must be made in writing.

#### **15. TERMINATION NOTIFICATION AND GRIEVANCE PROCESS.**

a. Termination Notification. HUD is incorporating additional termination notification requirements to comply with section 6 of the United States Housing Act of 1937 (as may be amended, the "Act") for public housing projects that convert assistance under RAD and to non-RAD PBV units located at the Covered Project. In addition to the regulations at 24 CFR § 983.257, related to Owner termination of tenancy and eviction, the termination procedure for RAD conversions to project-based vouchers ("PBV") will require adequate written

notice of termination of the Lease to Tenants which shall not be less than:

i. A reasonable period of time, but not to exceed 30 days:

- If the health or safety of other renters, NYCHA's or Owner's employees, or persons residing in the immediate vicinity of the Leased Premises is threatened; or

- In the event of any drug-related or violent criminal activity or any felony conviction;

ii. 14 days in the case of nonpayment of rent; and

iii. 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

b. Grievance Process. HUD is incorporating additional procedural rights to comply with the requirements of section 6 of the Act.

For issues related to tenancy and termination of assistance, PBV program rules require the public housing authority ("PHA") to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will waive 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, and require that:

i. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(v) an opportunity for an informal hearing must be given to the Tenant for any dispute that the Tenant may have with respect to an Owner action in accordance with the Lease or NYCHA action as the contract administrator in accordance with RAD PBV requirements that adversely affect the Tenant's rights, obligations, welfare, or status.

- For any hearing required under 24 CFR § 982.555(a)(1)(i)-(v), NYCHA, as the contract administrator, will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR § 982.555(4)(i).

- For any additional hearings required under RAD, the Owner will perform the hearing.

ii. An informal hearing will not be required for class grievances or for disputes between residents not involving the Owner or contract administrator. This hearing requirement shall not apply to and is not intended as a forum for initiating or negotiating policy changes between a group or groups of Tenants and the Owner or NYCHA as the contract administrator.

iii. The Owner give the Tenant notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(v).

iv. The Owner must provide opportunity for an informal hearing before an eviction.

c. Good Cause. Owner cannot terminate this Lease or not renew this Lease except for good cause as set for in the PBV Tenancy Addendum.

## 16. LEGAL FEES:

In the event either Owner or Tenant incurs legal fees and/ or court costs in the enforcement of any of Owner's or Tenant's rights under this Lease or pursuant to law, neither party shall be entitled to the repayment of such legal fees and/or court costs.

**17. RE-ENTRY:** If Tenant is evicted by legal action, Owner may enter the apartment without being liable for re-entry and may re-rent the apartment.

**18. WINDOW CLEANING:** Tenant shall not allow any windows to be cleaned from the outside unless such service is provided by Owner.

**19. COMMON AREAS:** Tenant shall not place baby carriages, bicycles or any other property in or on fire escapes, roofs, side-walks, entrances, driveways, elevators, stairways, halls or any other public areas. Public access ways shall be used only for entering and leaving the apartment and the building. Only those elevators and passageways designated by Owner can be used for deliveries.

**20. GARBAGE AND REFUSE:** Garbage and recyclable items must be brought to the basement or other area designated by Owner in such a manner that Owner may direct. Carpets, rugs, or other articles shall not be hung or shaken out of any window or balcony of the building. Tenant shall not sweep or throw or permit to be swept or thrown any

dirt, garbage or other substances out of the windows or into any of the halls, elevators, elevator shafts or any other public areas. Tenant shall not place any articles of refuse outside the apartment or outside the building except in safe containers and only at places designated by Owner. Tenant shall be liable to Owner for any violations issued to Owner as a result of Tenant's failure to properly recycle or other violation of law.

**21. NO PETS:**

a. Except as otherwise provided in subparagraph "b" below, Tenant acknowledges that he shall not have any dog, cat or other animal on the premises unless permitted in writing by Owner. Where Owner permits or waives his right to object to a pet belonging to Tenant, Owner does not waive his right to deny or object to any other pet belonging to Tenant or any other Tenant.

b. Notwithstanding the foregoing, if Tenant has a dog or cat legally registered with NYCHA as of the date this Lease is signed, Tenant shall be permitted to keep such dog or cat on the premises.

c. Service and Emotional Support Animals: A service or emotional support animal must be registered with Managing Agent before bringing it into the Leased Premises. Documentation from a medical professional setting forth the need for a service animal will be required to register a service animal.

d. In no event shall any dog, cat or other animal be permitted in any elevator or in any public portion of the building unless carried or on a leash. Failure to comply with this provision shall be grounds for termination of the tenancy and Lease.

**22. SMOKE AND CARBON MONOXIDE ALARMS:** Tenant acknowledges that the apartment being rented has smoke and carbon monoxide alarm(s) in proper working order as required by law.

**23. WINDOW GUARDS:** Tenant hereby agrees to notify Owner if any child who is ten years of age or under occupies the apartment. Tenant shall not install any gate or guard on any window without written permission of the Owner or remove any window guard installed by Owner. Tenant shall be liable to Owner for any violations issued to Owner as a result of Tenant's failure to permit Owner to

install window guards or for installing any gate or guard on any window in violation of law.

**24. PEELING PAINT:** Tenant hereby agrees to notify Owner of any paint within the apartment that is peeling, cracking, flaking, blistering or loose in any manner so that Owner may repair such conditions.

**25. FACILITIES:** Storeroom, roof access, laundry facilities in the building or television master antenna may be provided by Owner at the option of Owner. Owner may discontinue any or all of the facilities at any time and shall not be liable for any damage, injury or loss from the use or discontinuance of these facilities.

**26. ALTERATIONS/CARPETING/INSTALLATIONS:** Tenant may not paste or nail any carpet, tile or linoleum to the floors. Tenant shall not apply wallpaper or other wall covering to the walls or ceilings. When Tenant vacates the apartment, it shall be left painted in the same color as when rented. Tenant shall not install a waterbed, washing machine, dryer, dishwasher, air conditioner, refrigerator, sink, garbage disposal, kitchen cabinets, stove, other mechanical equipment or an external antenna in an apartment or make any other changes, alterations or improvements without the written consent of Owner.

**27. DEPOSIT OF RENT:** If Owner commences legal proceedings against Tenant, Tenant may be required to deposit rent into court. Failure to deposit such rent may result in the entry of a final judgment against Tenant.

**28. RECREATION AREAS:** Permission to use any recreation areas, including a playroom and health club, must be in writing. Owner may revoke permission at any time. Tenant must pay all fees imposed by Owner.

**29. TERRACES AND BALCONIES:** The apartment may have a terrace or balcony. The terms of this Lease apply to the terrace or balcony as if the terrace or balcony are part of the apartment. Owner may make special rules for the terrace and balcony. Owner will notify Tenant of such rules. The failure of Tenant to comply with such rules shall constitute a breach of a substantial obligation of the Lease. Tenant must keep the terrace or balcony in good repair and clean and free from snow, ice, leaves and garbage. No cooking is allowed on the terrace or balcony. Tenant may not keep plants or install a fence or make any addition to the terrace or balcony

or use such space for storage purposes. If Tenant does so, Owner has the right to remove them and store them at Tenant's expense.

**30. BATHROOM AND PLUMBING FIXTURES:** The bath-rooms, toilets, wash closets and plumbing fixtures shall only be used for the purposes for which they were designed or built; sweepings, rubbish bags, acids or other substances shall not be placed in them.

**31. ELEVATORS:** All non-automatic passenger and service elevators, if any, shall be operated only by employees of Owner and must not in any event be interfered with by Tenant. The service elevators, if any, shall be used by messengers and trades people for entering and leaving and the passenger elevators, if any, shall not be used by them for any purpose.

**32. LAUNDRY:** Laundry machines, if any, provided by Owner, shall be used by Tenant in the manner and at the times that Owner may designate. Tenant shall not dry or air clothes on the roof or any other public area, or on the terrace or balcony, if any. Tenant may use laundry machines, if any, at their own risk.

**33. OBJECTIONABLE CONDUCT:** Tenant, their families, guests, employees, or visitors shall not engage in any conduct which makes the apartment or building less fit to live in for Tenant or other occupants. Tenant shall not make or permit any disturbing noises in the apartment or building or permit anything to be done that will interfere with the rights, comfort or convenience of other occupants of the building. Tenant shall not play a musical instrument or operate or allow to be operated audio or video equipment so as to disturb or annoy any other occupant of the building.

**34. NO PROJECTIONS:** Tenant may not install or cause to be installed anything on the roof or outside wall of the building or any balcony, terrace, or window, or common areas. Satellite dishes shall not be installed except in accordance with law.

**35. MOVING:** Tenant can use the elevator or service elevator, if any, to move furniture and possessions only on designated days and at designated hours. Owner shall not be liable for any costs, expenses or damages incurred by Tenant in moving because of delays caused by unavailability of the elevator. Tenant shall be liable for any damage caused to the building or the apartment during such move.

**36. END OF TERM:** At the end of the lease term, Tenant shall leave the apartment clean and in good order, reasonable wear and tear excepted. Tenant shall remove all of Tenant's personal possessions from the apartment after Tenant has vacated. If any property remains in the apartment at the expiration of the term, it will be deemed by Owner to be abandoned property which Owner may discard or sell. Tenant agrees to pay any expenses incurred by Owner as a result of Owner's disposition of said property.

**37. WAIVER OF FOREIGN SOVEREIGN AND DIPLOMATIC IMMUNITY:** Tenant represents that he is not subject to foreign sovereign or diplomatic immunity. Tenant expressly waives the doctrine of foreign sovereign immunity and diplomatic immunity and consents to the jurisdiction of the Housing Court and all other courts. Tenant expressly represents that in the event a judgment is obtained against him, Owner may enforce the judgment against any property or assets of Tenant, wherever they are located.

**38. MILITARY STATUS:**

☐ Tenant represents that he or she is in the United States military or is dependent upon a member of the United States military.

☐ Tenant represents that he or she is *not* in the United States military and is *not* dependent upon a member of the United States military. Tenant shall notify Owner within ten days of enlistment in the military.

The above response is for informational purposes only and is intended to protect Renters who are in or may enter into military service.

**39. PARTIES BOUND:** This lease agreement is binding on Owner and Tenant, and on all those who claim a right, or have a right, to succeed to the legal interest of Owner and Tenant.

**40. FORMS:** Tenant agrees to complete any and all forms that may be requested by Owner from time to time.

**41. SUBORDINATION:** The rights of Tenant, including all rights granted under the terms of this Lease, are and shall be subject to and subordinate to the terms of any mortgage on the building or the land under the building which now exists, or which may hereafter exist. The foregoing shall include but not be limited to any modification, consolidation or

extension agreement of any existing mortgage on the land or building.

**42. SINGULAR/PLURAL and JOINT /SEVERAL:** The use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires. If more than one person is renting the apartment, their obligations shall be joint and several.

**43. CONDEMNATION/EMINENT DOMAIN:** If the building, or any part of the building, is taken or condemned by a public authority or government agency, this Lease will end on the date of such taking. In such event, Tenant will have no claim for damages against Owner based upon such taking, and Tenant will be required to surrender the apartment to Owner upon 30 days written notice from Owner to Tenant of such government taking.

**44. CONSTRUCTION/CONVENIENCE:** Neighboring buildings may be the subject of construction, renovation or demolition. Owner will not be liable to Tenant nor shall Tenant seek to hold Owner liable for interference with views, light, air flow, or ventilation, the covenant of quiet enjoyment, or breach of the warranty of habitability, whether such interference is temporary or permanent, if such interference results from activities conducted on adjoining properties.

**45. NO WAIVER:** The failure of Owner to insist at any time upon strict performance of any clause in this Lease shall not be construed as a waiver of Owner's rights. No waiver by Owner of any provision of this Lease can be made unless made in writing by Owner. Acceptance of rent by Owner with knowledge of the breach of any condition or term of this Lease is not a waiver of the breach.

**46. RENEWAL:** The "Term" of the Lease, defined as the period between the "Beginning" and the "Ending" dates described in the Lease, shall be automatically renewable following the Ending date, unless otherwise terminated, for terms of twelve (12) months, each 12-month term terminating at midnight on the last day of the 12th month.

**47. NOTICES:** All notices, which include bills and/or other statements with respect to this Lease, must be in writing. Notices to Tenant shall be sent to Tenant at the apartment by regular mail except that any notice alleging failure to comply with any terms of this Lease shall be sent by certified mail. Notices to the Owner, shall be sent to Owner by certified mail to the address on this Lease, or to such

other address as Owner shall advise Tenant in writing. Notices will be considered delivered on the date mailed.

**48. THIS APARTMENT IS NOT SUBJECT TO RENT STABILIZATION:** It is expressly understood that the apartment which is the subject of this Lease is not subject to the Rent Stabilization Law or any other rent regulatory laws.

**49. VIOLENCE AGAINST WOMEN ACT PROVISIONS ("VAWA"):**

a. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated violation of the Lease by the victim or threatened victim of that violence, and will not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

b. Criminal activity directly relating to abuse, engaged in by a member of a the Tenant's household or any guest or other person under the Tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the Tenant or an immediate member of the Tenant's family is the victim or threatened victim of domestic violence, dating violence, sexual assault, or stalking.

c. Notwithstanding any restrictions on admission, occupancy or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, the Owner and/or Managing Agent may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is the Tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also the Tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the RAD Program.

d. Nothing in this section may be construed to limit the authority of the Owner and/or Managing Agent, when notified, to honor court orders



addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

e. Nothing in this section limits any otherwise available authority of the Owner and/or Managing Agent to evict the Tenant or terminate assistance to the Tenant for any violation of the Lease not premised on the act or acts of violence in question against the Tenant or a member of the Tenant's household, provided that the Owner and/or Managing Agent does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

f. Nothing in this section may be construed to limit the Owner and/or Managing Agent's authority to terminate the tenancy of, or terminate assistance to, any Tenant if the Owner and/or Managing Agent can demonstrate an actual and imminent threat to other tenants, to the Owner and/or Managing Agent's employees, or to those providing service to the Premises if the Tenant is not evicted or terminated from assistance.

g. Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

**50.** In addition to any other rights available to the New York City Housing Authority ("NYCHA"), if the Tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or composition or other factors considered in calculating the Tenant's portion of the rent changes, and as a result pays a Tenant's portion of the rent that is less than the amount required by HUD's or the New York City Housing Authority's rent formulas, the Tenant agrees to reimburse the

Owner and/or Managing Agent for the difference between the Tenant's portion of the rent s/he should have paid and the portion of the rent s/he was actually charged. The Owner and/or Managing Agent's right to repayment shall not prevent the Owner and/or Managing Agent from exercising any other rights it may have to terminate this Lease. The Tenant is not required to reimburse the Owner and/or Managing Agent for undercharges caused solely by NYCHA's failure to follow HUD's procedures for computing contract rent or monthly housing assistance payments.

**51. ENTIRE AGREEMENT:** Owner and Tenant have read this Lease and agree that it and the Riders set forth below contain the entire understanding of the parties regarding the rental of the subject apartment. The Lease can only be changed in writing. The writing must be signed by both Owner and Tenant.

**52. RIDERS:** The following Riders are attached to and are part of this lease:

- a. New York City Window Guard Notice;
- b. Federal Lead Disclosure Information;
- c. New York City Lead Paint Notice and Brochure;
- d. Rider to Lease for Low Income Unit Tenancy in a Project Financed by New York State Housing Finance Agency Using Tax-Exempt Bond Proceeds and Benefitting from Low-Income Housing Tax Credits (check here if applicable ☐);
- e. RAD Residential Lease Rider; and
- f. Tenancy Addendum – Section 8 Project Based Voucher Program HUD-52530-c (check here if applicable ☐);
- g. Tenancy Addendum – Section 8 Tenant Based Voucher Program HUD-52641-a (check here if applicable ☐);

**53. SEVERABILITY:** In the event that any provision of this Lease shall violate any requirement of law, then such provision shall be deemed void, the applicable provision of law shall be deemed substituted, and all other provisions of this Lease shall remain in full force and effect.

**If any part of this Lease is determined to be invalid,  
the remaining provisions of the Lease will remain valid and in full force and effect.**

\_\_\_\_\_  
**Owner/Agent (on behalf of Owner) Date**

\_\_\_\_\_  
**Tenant**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Tenant**

\_\_\_\_\_  
**Date**

**RIDERS**

- **New York City Window Guard Notice**
- **Federal Lead Disclosure Information**
- **New York City Lead Paint Notice and Brochure**
- **Rider to Lease for Low Income Unit Tenancy in a Project Financed by New York State Housing Finance Agency Using Tax-Exempt Bond Proceeds and Benefitting from Low-Income Housing Tax Credits (check here if applicable \_\_\_\_)**
- **PACT Residential Lease Rider**
- **Tenancy Addendum – Section 8 Project Based Voucher Program HUD-52530- C (check here if applicable \_\_\_\_)**
- **Tenancy Addendum – Section 8 Tenant Based Voucher Program HUD-52641-A (check here if applicable \_\_\_\_)**

APPENDIX A



THE CITY OF NEW  
YORK DEPARTMENT OF  
HEALTH AND MENTAL  
HYGIENE

## **WINDOW GUARDS REQUIRED**

### **Lease Notice to Tenant**

*You are required by law to have window guards installed in all windows if a child 10 years of age or younger lives in your apartment.*

*Your landlord is required by law to install window guards in your apartment:  
if a child 10 years of age or younger lives in your apartment,*

**OR**

*if you ask him to install window guards at any time (you need not give a reason)*

*It is a violation of law to refuse, interfere with installation, or remove window guards where required.*

### **CHECK ONE**

- ☐ CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☐ NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☐ I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

\_\_\_\_\_  
Tenant (Print)

\_\_\_\_\_  
Tenant's Signature:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant's Address

\_\_\_\_\_  
Apt No.

### **RETURN THIS FORM TO:**

\_\_\_\_\_  
Owner/Manager

\_\_\_\_\_  
Owner/Manager's Address

**For Further Information Call: Window Falls Prevention (212) 676-2162b**

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**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS**

---

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owners must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Renters must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure (initial)****(a) Presence of lead-based paint or lead-based paint hazards (check one below):**

- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

\_\_\_\_\_

- ☐ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

**(b) Records and reports available to the lessor (check one below):**

- ☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- ☐ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_\_

\_\_\_\_\_

- ☐ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**(c) Lessee's Acknowledgment (initial)**

- ☐ Lessee has received copies of all information listed above.
- ☐ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**(d) Agent's Acknowledgement (initial)**

- ☐ Agent has informed the lessee of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

\_\_\_\_\_  
Lessee/Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent/Owner

\_\_\_\_\_  
Date

**LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR PREVENTION OF LEAD-BASED PAINT  
HAZARDS—INQUIRY REGARDING CHILD**

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD.** If you do not respond to this notice, the owner is required to attempt to inspect your apartment to determine if a child under six years of age resides there.

If a child under six years of age does not reside in the unit now but does come to live in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age resides in the unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated subsurfaces in the unit during the year.

Please complete this form and return one copy to the owner or his or her agent or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health and Mental Hygiene explaining about lead-based paint hazards when you sign your lease/commence occupancy.

**CHECK ONE:**    ☐ A child under six years of age resides in the unit.  
                         ☐ A child under six years of age does not reside in the unit.

\_\_\_\_\_ (Occupant signature)

Print occupant's name, address and apartment number: \_\_\_\_\_

**(NOT APPLICABLE TO RENEWAL LEASE) Certification by owner: I certify that I have complied with the provisions of 27-2056.8 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead-based paint hazards to the occupant.**

\_\_\_\_\_ (Owner signature)

RETURN THIS FORM TO: \_\_\_\_\_

\_\_\_\_\_  
OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS  
OWNER COPY/OCCUPANT COPY

**CONTRATO/COMIENZO DE OCUPACION Y MEDIDAS DE PRECAUCION CON LOS PELIGROS DE  
PLOMO EN LA PINTURA-ENCUESTA RESPECTO AL NINO.**

Usted esta requerido por ley informarle al dueno si un nifio menor de seis anos de edad esta viviendo o vivira con usted en la unidad de vivienda (apartamento) para la cual usted va a firmar un contrato de ocupaciOn. Si tal nifio empieza a residir en la unidad, el dueno del edificio esta requerido hacer una inspecciOn visual anualmente de la unidad para determinar la presencia peligrosa de plomo en la pintura. **POR ESO ES IMPORTANTE QUE USTED LE DEVEUELVA ESTE AVISO AL DUENO O AGENTE AUTORIZADO DEL EDIFICIO PARA PROTEGER LA SALUD DE SU NINO.** Si usted no informa al dueno, el dueno esta requerido inspeccionar su apartamento para descubrir si un nifio menor de seis anos de edad esta viviendo en el apartamento.

Si un nino menor de seis anos de edad no vive en la unidad ahora, pero viene a vivir en cualquier tiempo durante el alio, usted debe de informarle al dueno() por escrito inmediatamente a la direcciOn proveniente abajo. Usted tambien debe de informarle al dueno por escrito si un nifio menor de seis anos de edad vive en la unidad y si usted observa que durante el ario la pintura se deteriora o esta por pelarse sobre la superficie de la unidad.

Por favor de llenar este formulario y devolver una copia al dueno del edificio o al agente o representante cuando usted firme el contrato o empiece a ocupar la unidad. Mantegna una copia de este formulario para sus archivos. Al firmar su contrato de ocupaciOn usted recibira un pamfeto hecho por el Departamento de Salud y Salud Mental de la Ciudad de Nueva York, explicando el peligro de plomo en pintura.

**MARQUE UNO:** ☐ Vive un nifio menor de seis anos de edad en la unidad.

☐ No vive un nifio menor de seis anos de edad en la unidad.

\_\_\_\_\_ (Firma del inquilino)

Nombre del inquilino, Direcci6n, Apartamento: \_\_\_\_\_

**(Esto no es aplicable para un renovamiento del contrato de alquiler.) CertificaciOn de dueno: Yo certifico que he cumplido con la provision de §27-2056.8 del Artículo 14 del codigo y reglas de Vivienda y Mantenimiento (Housing Maintenance Code) relacionado con mis obligaciones sobre las unidades vacante, y yo le he dado al ocupante una copia del pamfeto del Departamento de Salud y Salud Mental de la Ciudad de Nueva York sobre el peligro de plomo en pintura.**

\_\_\_\_\_ (Firma del dueno)

DEVUELVA ESTE FORMULARIO A: \_\_\_\_\_

\_\_\_\_\_  
INQUILINO: MANTENGA UNA COPIA PARA LOS ARCHIVOS  
COPIA DEL DUENO/COPIA DEL INQUILINO

## **Local Law 1 - NYC Lead Poisoning Prevention Law Information for Tenants**

The text below is a printer-friendly version of the New York City Department of Health and Mental Hygiene (DOHMH) brochure for tenants entitled, "Fix Lead Paint". For additional information on lead poisoning, go to [www.nyc.gov/lead](http://www.nyc.gov/lead) or call 311.

### **Fix Lead Paint Hazards:**

#### **What Landlords Must Do and Every Tenant Should Know**

##### **Lead Can Cause Learning Problems**

Lead is a poison often found in old paint. Peeling lead paint is the most common cause of lead poisoning in young children. Lead dust from peeling paint can land on window sills, floors, and toys. When children play on the floor and put their hands and toys in their mouths, they can swallow lead dust.

##### **Preventing Lead Poisoning: What the Law Requires**

In New York City, Local Law 1 of 2004 requires landlords to identify and fix lead paint hazards in the apartments of young children. This law applies to your apartment if:

- The building was built before 1960 (or between 1960 and 1978 if the owner knows that the building has lead paint), and
- The building has 3 or more apartments, and
- A child under the age of 6 lives in your apartment.

##### **What Are Lead Paint Hazards?**

- Dust from lead paint.
- Peeling or damaged lead paint.
- Lead paint on:
  - Crumbling plaster or rotted wood.
  - Doors and windows that stick or rub together.
  - Window sills and any other surfaces that have been chewed on by children.

##### **Things Landlords Must Do**

- In buildings covered by Local Law 1, landlords must find out if any children younger than 6 years live in the building and inspect those apartments for lead paint hazards every year.
- Landlords must use safe work practices and trained workers when fixing lead paint hazards and when doing general repair work that disturbs lead paint.
- Local Law 1 requires landlords to use firms certified by the U.S. Environmental Protection Agency when disturbing more than 100 square feet of lead paint, replacing windows, or fixing violations issued by the New York City Department of Housing Preservation and Development (HPD).
- Landlords must repair lead paint hazards before a new tenant moves into an apartment.
- Landlords must keep records of all notices, inspections, repairs of lead paint hazards, and other matters related to the law. HPD may ask the landlord for copies of this paperwork.

**Before repair work begins, landlords must make sure that trained workers:**

## **Local Law 1 - NYC Lead Poisoning Prevention Law Information for Tenants**

- Post warning signs outside the work area.
- Tell tenants to stay out of the work area.
- Clean the work area with wet mops or HEPA vacuums.
- Remove all items that can be moved from the work area.
- Cover furniture that cannot be moved.
- Seal floors, doors, and other openings with plastic and waterproof tape.

**While repair work is going on**, landlords must make sure trained workers clean the work area every day with wet mops and HEPA vacuums.

<b>Landlords and contractors must NEVER dry-scrape or dry-sand lead paint.</b>
--

**After repair work is finished**, landlords must:

- Hire only trained workers to clean the work area with wet mops and HEPA vacuums.
- Hire a company or individual trained to take “clearance dust wipes” to make sure lead dust levels are below: 40 mcg/sf for floors, 250 mcg/sf for window sills, and 400 mcg/sf for window wells (mcg/sf = micrograms of lead per square foot). If levels are higher, clean-up must be repeated, and the dust wipes taken again.
- Give a copy of clearance dust wipe results to the tenant.

### **Things Tenants Must Do**

- Tenants must fill out and return the ANNUAL NOTICE form they receive each year from their landlord. This form tells your landlord if any children younger than 6 years live in your apartment.
- Wash floors, window sills, hands, toys, and pacifiers often.
- Remind your doctor to test your child for lead poisoning at ages 1 and 2. Ask the doctor about testing older children.
- If a child younger than 6 comes to live with you during the year or if you have a baby, you must notify your landlord in writing.

### **Tenants should also:**

- Report peeling paint in your apartment to your landlord.
- Call 311 if your landlord does not fix peeling paint or if you think repair work is being done unsafely.

### **Call 311 to**

- **Report unsafe work practices.**
- **Learn more about how to prevent lead poisoning.**
- **Find out where to get your child tested for lead poisoning, and for diagnosis and treatment information.**
- **Order more copies of this brochure or other materials on lead poisoning prevention.**

Owners of multiple dwellings (3 or more apartments) must give this brochure to tenants when they sign a lease or move into an apartment if the multiple dwelling was built before 1960, or was built between 1960 and 1978 if the owner knows that the building has lead paint. This brochure contains basic information about Local Law 1 of 2004 and is provided for your convenience only. For a copy of the law and applicable rules go to [nyc.gov/hpd](http://nyc.gov/hpd).



**Project Name:** \_\_\_\_\_

**Project Location:** \_\_\_\_\_

**Building ID No.:** \_\_\_\_\_

**Apartment #:** \_\_\_\_\_

**Tenant:** \_\_\_\_\_

\_\_\_\_\_  
(and Co-Tenant): \_\_\_\_\_

**RIDER TO LEASE**  
**For Low Income Unit Tenancy in a Project**  
**Financed by New York State Housing Finance Agency**  
**Using Tax Exempt Bond Proceeds**  
**and Benefitting from Low-Income Housing Tax Credits**

**Definitions<sup>1</sup>**

**Agency:** the New York State Housing Finance Agency.

**Apartment:** the rental income unit leased to Tenant as Tenant's principal place of residence.

**Area Median Income ("AMI"):** the area gross median income, as defined from time to time by the United States Department of Housing and Urban Development ("HUD"), applicable to the<sup>2</sup> \_\_\_\_\_, adjusted for family size.

**Fee Owner:** \_\_\_\_\_

**HFA:** the New York State Housing Finance Agency.

**Initial Qualifying Household Income:** Tenant's initial household income must be at or below \_\_\_\_% of AMI for Low Income Unit Tenancy.

**Owner:** \_\_\_\_\_

**Low Income Unit:** a dwelling Unit regulated by a Regulatory Agreement between (and among) Owner (, Fee Owner) and HFA, dated as of \_\_\_\_\_, 200\_, such that its tenant pays no greater than the Tenant's Maximum Rent.

**Low Income Unit Tenancy:** qualification to reside in a Low Income Unit, for which Tenant shall be required to pay no more than the Tenant's Maximum Rent.

**Mortgage:** The mortgage dated as of \_\_\_\_\_, 200\_ granted by Owner and Fee Owner to the Agency.

**Tenant's Maximum Rent:** an amount calculated by taking not to exceed 30% of \_\_\_\_\_% of AMI<sup>3</sup> as adjusted for the number of individuals assumed to be occupying Tenant's Apartment, as follows: if the Apartment is a Unit that does not have a separate bedroom, one person; if the Apartment is a Unit having one or more separate bedrooms, 1.5 individuals for each separate bedroom (the "Maximum Rent Calculation"). *Included in the calculation of the maximum gross rent payable by Tenant for the Apartment shall be any utility allowance determined by the Secretary of the United States Department of Housing and Urban Development, or, the cost of any utilities that*

<sup>1</sup>Insert appropriate data or "N/A" if not applicable.

<sup>2</sup>Refer to the Regulatory Agreement for the appropriate HUD MSA or PMSA, etc.

<sup>3</sup> Insert the maximum initial qualifying income for Low Income Unit Tenancy in the Tenant's Apartment

*would be covered by such utility allowance, as determined by the Agency, if the Units were receiving Federal Section 8 assistance.* If at any time during the period of the Lease, the applicable utility allowance for the Apartment changes, the new utility allowance will be used to compute the maximum rent beginning with any rent payment due ninety (90) days after the date of such change in the applicable utility allowance. Owner will furnish Tenant with written notice, at least thirty (30) days in advance of the change in the utility allowance, explaining the basis for such change and specifying any consequent increase or decrease in the rent payable by Tenant. If Tenant is the holder of a Section 8 voucher or certificate, or the Apartment is subsidized by project-based Section 8 assistance payments, then the utility allowance applicable for the Apartment will be the utility allowance established by the local Public Housing Authority for the Section 8 Existing Housing Program for Units comparable to Tenant's Apartment. Tenant's Maximum Rent shall not include such payments or fees excluded from the definition of gross rent in Section 42(g)(2)(B) of the United States Internal Revenue Code ("Code"). The maximum rents shall be trended upward for inflation or downward for deflation annually pursuant to the calculations of AMI made by HUD in accordance with the Code (the "HUD Calculations"), but in no case to any level less than the Gross Rent Floor applicable to the Unit pursuant to §42(g)(2)(A) and (B) unless required by §142(d) of the Code. Any increase or adjustment in the rent for the Apartment shall not exceed the least of the increases or adjustments permitted with respect to the Apartment under the applicable provisions of the Code and the Regulatory Agreement. Notwithstanding anything herein to the contrary, if Tenant resides in a Low Income Unit and is the beneficiary of Section 8 rental assistance or any comparable rental assistance program ("Federal Rental Assistance") and such Federal Rental Assistance payments decrease as Tenant's income increases, then if, as of the most recent recertification, Tenant's income exceeds \_\_\_% of AMI<sup>4</sup>, such Tenant may be required to pay rent in an amount higher than that determined by the Maximum Rent Calculation, but only if Tenant's Apartment meets the requirements set forth in Section 42(g)(2)(E) of the Code.

**New York State Housing Finance Agency ("HFA" or the "Agency"):** a public benefit corporation existing pursuant to Article III of the Private Housing Finance Law, with its principal offices at 641 Lexington Avenue, New York, New York 10022.

**Project:** the project referred to in the heading of this rider.

**Regulatory Agreement:** Agreement entered into as of \_\_\_\_\_, 200\_ between (and among Fee Owner,) Owner and HFA.

**Tenant:** the Tenant referred to in the heading of this rider.

**Household:** includes all occupants of Tenant's Unit, whether or not related to Tenant, as determined under Section 8 guidelines.

**Unit:** a dwelling unit designed for rental occupancy.

### **Term**

The lease to which this rider is attached shall be for a term of at least one year.

### **Tenant Certifications**

Tenant must certify Tenant's initial Household composition and Household income level, and annually recertify Tenant's Household income prior to the commencement or renewal of the Lease's term. Tenant is obligated to provide subsequent recertifications of Household composition and Household income as HFA or Owner may require. Tenant's initial Household income must be at or below the Initial Qualifying Household Income, as above defined. Tenant must provide Owner with such certification or recertification of Household income or Household composition, and, as applicable, any third-party income verification or other proof reasonably required by Owner under applicable law and program rules for the purpose of verifying income or determining Household composition. Tenant authorizes Owner to verify all sources of income in the Household. Tenant certifies that such certifications and proofs are true and accurate, and that the total annual income of all the members of Tenant's Household who occupy the Apartment

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<sup>4</sup> Insert the maximum initial qualifying income for Low Income Unit Tenancy in the Tenant's Apartment

subject to this rider to the Lease ("Rider") does not exceed the amount set forth in such certification. Tenant agrees to notify Owner immediately in the event that there is any change in the identity or number of persons occupying the Apartment. TENANT ALSO ACKNOWLEDGES THAT A HOUSEHOLD CONSISTING ENTIRELY OF FULL-TIME STUDENTS AS DEFINED IN SECTION 151(c)(4) OF THE INTERNAL REVENUE CODE IS PROHIBITED FROM LOW INCOME UNIT TENANCY, REGARDLESS OF INCOME, UNLESS SUCH FULL-TIME STUDENT HOUSEHOLD MEETS AN ALLOWABLE EXEMPTION.

#### **False Certification**

The lease to which this rider is attached shall be terminated and the Tenant may be evicted for failure to qualify for a Unit if Tenant has falsely certified (whether intentionally or unintentionally) Household income or Household composition. False certification constitutes material noncompliance under the lease, and Owner has the right to terminate the Lease, evict Tenant, and recover possession of the Unit, if Tenant has obtained Low Income Unit Tenancy by falsely certifying Household income or Household composition.

#### **Noncompliance**

Tenant's refusal to comply with a request for information related to income and eligibility requirements shall be deemed a violation of a substantial obligation of tenancy and constitute cause for immediate termination of the lease.

#### **Increases in Income**

Notwithstanding an increase in the income of Tenant above the Initial Qualifying Household Income, Tenant shall be entitled to reside in a Unit of the Project, paying no more than the Maximum Rent, provided that Tenant and Household continue to comply with the applicable provisions of the Lease and Rider.

#### **Unit Reassignment**

Since the monthly rent for the Apartment is calculated on the basis of the size of the unit, Tenant may, upon expiration of the Lease, be reassigned to a different unit if: (a) an increase or decrease in the number of Tenant's family members residing in the Apartment warrants such a change under applicable statutes and regulations and (b) Tenant would be eligible for Low Income Unit Tenancy upon such transfer to another unit in the Project (that is, Tenant's annual Household income at the time of such transfer would not exceed the Initial Qualifying Household Income for the Unit to which Tenant would be transferred). In the event of such reassignment, Tenant's monthly rent shall be based upon the size of the new unit occupied.

#### **Inspection**

Owner and/or the Agency and their representatives or agents shall have the right to inspect Tenant's Unit for the purpose of allowing the Agency to fulfill its responsibilities under the Internal Revenue Code of 1986, as amended, and the Treasury Regulation applicable thereunder (the "Code"). Advance notice of at least two (2) weeks will be sent to Tenant for scheduling and arranging access into the Apartment for such inspections. Inspection by the Agency or its representatives may take place irrespective of whether Tenant is present in Tenant's apartment at the time of inspection, provided that the Agency or its representative is accompanied by a Project Manager, as that term is used in the Regulatory Agreement.

#### **No Subletting, Assignment or Extended Occupancy**

Subletting Tenant's Unit or any part of Tenant's Unit, and/or the assignment of Tenant's lease, are prohibited. Notwithstanding anything in the Lease to the contrary, the Apartment may not be occupied by anyone other than Tenant and his/her Household members for a period of more than 31 days at any time, and if Tenant permits any such occupancy for a longer period, without Owner's prior consent, such occupancy will be a material breach of the Lease, which breach shall be grounds for termination of the Lease by Owner, and shall subject Tenant to eviction.

**Rent Increases**

IN THE EVENT THAT TENANT'S UNIT IS NOT RECEIVING A FEDERAL SECTION 8 SUBSIDY, upon the date that Tenant's Unit is no longer regulated in accordance with the New York State Housing Finance Agency regulatory agreement, the Owner's right to increase rent for Tenant over the maximum rent permitted by the regulatory agreement shall be conditioned upon Owner furnishing Tenant with notice of at least six months prior to such increase in a form acceptable to the Agency. If such notice is not given, Tenant shall be entitled to lease renewals at the rents provided for in the regulatory agreement until such notice has been given and six months has elapsed. Notwithstanding anything to the contrary, if the "Extended Use Period" (as defined in the regulatory agreement and the Code) is terminated early ("Early Termination"), the eviction or the termination of Tenant's tenancy (other than for good cause) or any increase in the gross rent with respect to Tenant's Unit shall not be permitted for, at minimum, three years following such Early Termination.

**Subordination**

The lease to which this rider is attached is expressly subordinate to the Mortgage, as above defined.

**Conflict**

In the event of any conflict between the terms of this Rider and the terms of the Lease, the provisions of this Rider shall supersede, prevail over, and control such other provisions of the Lease.

**Fees**

In the event that any Rent or Additional Rent due on Tenant's Apartment is not paid to Owner by the fifth day of the month in which it is due, the late fee owed by Tenant as Additional Rent shall not exceed the twenty-five dollars (\$25.00) per month for each such month. As provided in the Regulatory Agreement, other than such late fee and a bounced check fee not to exceed the actual amount charged by the bank, Owner shall not impose any fee or charge upon Tenant without the prior express written consent of HFA.

**Signature Page To Follow — No Additional Text On This Page**

In witness whereof, the parties hereto have executed this Rider to the Lease Agreement on the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

OWNER:

BY:

BY:

PRINT NAME:

TITLE:

TENANT<sup>5</sup>:

Signature: \_\_\_\_\_

Print Name:

Signature: \_\_\_\_\_

Print Name:

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<sup>5</sup>All adults (persons eighteen years of age and older) residing in the Apartment must sign this Rider.

**LEASE AND RIDER TRANSLATION**

A translation may be provided to you as a convenience to assist you to understand your rights and obligations.

The English language version of this document is the official, legal, controlling document. The translation is not an official document.

**A translation of this document is available in your management office.**

**La traducción de este documento está disponible en su oficina de administración.**

**文件譯本可到屋邨管理辦事處或上網址。**

**Перевод этого документа находится в Вашем домоуправлении.**

**PERMANENT AFFORDABILITY COMMITMENT TOGETHER RESIDENTIAL  
LEASE RIDER**

This Permanent Affordability Commitment Together ("PACT") Resident Lease Rider (this "**Rider**") is attached to and amends the Residential Apartment Lease Section 8 Voucher Assistance: Project Based PACT Lease for Current Resident of the Converting Public Housing Development (the "**Lease**").

To the extent any provisions of this Rider conflict with any other provisions in the Lease, the provisions of this Rider shall prevail. Any other terms in the Lease not in conflict with the provisions of this Rider remain in full force and effect.

**1. SIZE OF DWELLING**

If the Tenant is in an under-occupied unit pursuant to the New York City Housing Authority's ("NYCHA") Section 8 program occupancy standards at the time of conversion, and does not have a reasonable accommodation or grievance, the Tenant must move to the appropriate-sized unit. If a unit is not available in the Development, the Tenant may remain in their current unit until an appropriate-sized unit becomes available. When an appropriate-sized unit becomes available, the Tenant living in the under-occupied unit must either (1) move to the appropriate-sized unit within a reasonable period of time, as determined by NYCHA, but not upon less than thirty (30) days' notice from the Owner and/or Managing Agent, or (2) request a transfer voucher to relocate outside of the Development. If the Tenant does not vacate the under-occupied unit for the appropriate-sized unit, NYCHA shall terminate the monthly housing assistance payment for the under-occupied unit.

**2. PENALTIES FOR SUBMITTING FALSE INFORMATION**

Knowingly giving the Owner and/or Managing Agent false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the Lease subject to termination of tenancy. In addition, the Tenant could become subject to civil and criminal penalties available under Federal law, including but not limited to fines and imprisonment.

**3. CONTINUING TENANCY OBLIGATIONS**

If this Lease is not the original lease signed by the Tenant and the Owner and/or Managing Agent, but is subsequent to an existing lease, the existing lease shall be deemed terminated upon the execution of this Lease. However, all non-payment or breaches of tenancy obligations arising under the Tenant's former lease shall remain enforceable under this Lease, without regard to whether the former lease was for the Leased Premises or for a different apartment, either in the Development or any other development of the Owner and/or Managing Agent. All legal proceedings, including administrative actions, that commenced or could have commenced under the terms of the former lease, may commence or continue under this Lease. Any conditions placed against the tenancy under the former lease (for example, Probation or Permanent Exclusion) shall remain valid and will continue under this Lease. Permanent Exclusion of an individual from a former apartment shall continue as Permanent Exclusion of that individual from the Leased Premises.

**In Witness Whereof**, the undersigned have executed this rider.

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Tenant:

Tenant:

In the Presence of:

Owner:

By Managing Agent (*print and sign name*):

#### **RIDER TRANSLATION**

A translation may be provided to you as a convenience to assist you to understand your rights and obligations.

The English language version of this document is the official, legal, controlling document. The translation is not an official document.

**A translation of this document is available in your management office.**

**La traducción de este documento está disponible en su oficina de administración.**

**文件譯本可到屋邨管理辦事處或上網址。**

**Перевод этого документа находится в Вашем домоуправлении.**